



**MARYLAND**  
**Department of**  
**Juvenile Services**

Successful Youth • Strong Leaders • Safer Communities

One Center Plaza  
120 West Fayette Street  
Baltimore, MD 21201

Boyd K. Rutherford  
Lt. Governor

Larry Hogan  
Governor

Sam Abed  
Secretary

August 1, 2016

17-MX-003 / MDV0031028095  
Janitorial Services at Maryland Youth Residential Center (MYRC)  
Baltimore, Maryland.

Dear Potential Bidder:

The Maryland Department of Juvenile Services, an Executive Department of the State of Maryland, hereinafter called "the Department," "Juvenile Services," or "DJS," is soliciting Invitation for Bids (IFB) for Janitorial Services at Maryland Youth Residential Center, 721 Woodbourne Avenue, Baltimore, Maryland 21212.

The Contract award will be made under Small Procurement Regulations COMAR 21.05.07.

You may obtain this solicitation document by going to the eMaryland Marketplace website [www.emaryland.buyspeed.com](http://www.emaryland.buyspeed.com). Click on "Contract & Bid Search", click on "Bids", populate "Bid #" field with Open Market bid number MDV0031028095 and click on "find it", the solicitation will be reflected at the bottom of page under "Results" to download the solicitation. You may also go to the DJS website at [www.djs.maryland.gov](http://www.djs.maryland.gov).

If you have any questions, please submit them in writing to Jenna Meini, Procurement Officer, as soon as possible via fax or email. Fax number is 410-333-4191 and email is [Jenna.Meini@maryland.gov](mailto:Jenna.Meini@maryland.gov).

You must be registered with eMaryland Marketplace (EMM) in order to participate in this solicitation and receive an award. For information on registering please contact the Department of General Services, (410) 767-1492 or at [dgs.emaryland@maryland.gov](mailto:dgs.emaryland@maryland.gov).

A Pre-Bid Conference followed by Mandatory Site Visit will be held on August 12, 2016 @ 10:00 AM at Department of Juvenile Services, MYRC, located at 721 Woodbourne Avenue, Baltimore, Maryland 21212. Please refer to attached documentation for additional details.

Bids in response to this solicitation must be submitted as a lump sum bid as specified in the IFB. Bids must be submitted in a sealed envelope which clearly identifies the contract bid number and contract description. **Bids are due to the Procurement Officer on August 30, 2016 @ 3:00 PM** (Local Time) and must be addressed to Jenna Meini, Office of Procurement, Department of Juvenile Services, One Center Plaza, 120 W. Fayette Street, Rm. 335, Baltimore, Maryland 21201. Late Bids, faxed bids, bids submitted on eMaryland Marketplace and emailed bids will not be accepted.

A Public Bid Opening will be held on August 30, 2016 at 3:30 PM in the 3rd Floor Conference Room at the DJS-Headquarters at One Center Plaza, 120 W Fayette Street, Baltimore, MD 21201.



**This solicitation is an Small Business Reserve only.** Minority Business Enterprises (MBE's) and small businesses are encouraged to respond to this solicitation as a primary Contractor and are encouraged to obtain certification.

All questions related to the MBE certification process should be addressed to the Maryland Department of Transportation, Minority Business Enterprises, P.O. Box 8755, BWI Airport, Maryland 21240-8755. You may contact MDOT at 1-800-544-6056 or by e-mail at [www.mdot.maryland.gov](http://www.mdot.maryland.gov).

If the prospective Bidder is a certified minority Contractor, the certification number must be provided on the bid page.

If you do not intend to respond to this procurement, please take a moment to fill out the No-Bid Response Form and submit it to the above fax number or email address. This information is used to improve the quality of the Department of Juvenile Services Proposals/Solicitations, and to make the procurement process more responsive and business friendly.

Sincerely,



Jenna L. Meinl  
Procurement Officer  
Office of Procurement

cc: Bid File





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**August 1, 2016**

**State of Maryland**  
**Department of Juvenile Services**  
**Procurement Office**

**Invitation To Bid**

**Bid Title:** Janitorial Services at Maryland Youth Residential Center  
**Bid Number:** 17-MX-003; eMM # MDV0031028095  
**Date Issued:** August 1, 2016  
**Bid Closed Date & Time:** August 30, 2016 at 3:00 PM  
**Site Visit Date & Time:** August 12, 2016 at 10:00 AM  
**Procurement Officer:** Jenna Meinel  
**Telephone Number:** (410) 230-3242 **Fax Number:** (410) 333-4191  
**E-mail Address:** [Jenna.Meinel@maryland.gov](mailto:Jenna.Meinel@maryland.gov)  
**MBE Participation Goal:** 0%  
**VSBE Participation Goal:** 0%

**Bid Mailing Address:** Department of Juvenile Services  
Attn: Jenna Meinel  
One Center Plaza, Room 335  
Baltimore, MD 21201

**Pre-bid & Site Visit Address:**  
Maryland Youth Residential Center  
721 Woodbourne Avenue  
Baltimore, MD 21212

**Late Bids will not be accepted. The Department of Juvenile Services is not accepting bid submittals by email, fax machine or on EMM. IFB submissions coming through email or fax machine will not be considered. In order to receive a Contract Award, a vendor must be registered on eMM prior to bid submission. eMM registration is free and made through the eMM website at <https://cmaryland.buyspeed.com/bso/>. EMM Registration Number needs to be entered on the Bid Page.**

Bidders may either mail or hand-deliver Bids to the Procurement Officer, but eMM submissions are preferred. For this solicitation, fax or emails submissions are NOT acceptable.

For U.S. Postal Service deliveries, any Bid that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department.

A Bidder using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit. Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

After receipt, a Register of Bids will be prepared that identifies each Bidder. The Register of Bids will be open to inspection after the Procurement Officer makes a determination recommending the award of the Contract.





Boyd K. Rutherford  
Lt. Governor

Larry Hogan  
Governor

Sam Abed  
Secretary

**August 1, 2016**

**Instructions To Bidders**

**17-MX-003 / MDV0031028095**

**Janitorial Services at Maryland Youth Residential Center (MYRC)  
Baltimore, Maryland 21212.**

The Department of Juvenile Services is soliciting bids from a Contractor to provide janitorial services at the Department of Juvenile Services (DJS), Maryland Youth Residential Center, located at 721 Woodbourne Ave., Baltimore, Maryland 21212.

The award shall be made under Small Procurement Regulations COMAR 21.05.07.

You may obtain copies of the complete Invitation to bid (ITB) document by going to the eMaryland Marketplace (EMM), the website address is [www.emaryland.buyspeed.com](http://www.emaryland.buyspeed.com). Click on "Contract & Bid Search", click on "Bids", populate "Bid #" field with Open Market bid number 17-MX-003 - eMM #: **MDV0031028905** and click on "find it", the solicitation will be reflected at the bottom of page under "Results" to download the solicitation. You may also go to the DJS website at [www.djs.state.md.us](http://www.djs.state.md.us). All bids submitted in Response to this invitation to bid shall become the property of the Department of Juvenile Services and be a matter of public record for review.

Please review all the attachments on the solicitation to avoid being classified as non-responsive for not following a specific procedure provided in the solicitation. All Bid documents attached to EMM, need to arrive at Department of Juvenile Services before the bid opening date and time. Vendors must accept purchase orders from the state of Maryland as a means of request.

eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. The name of the solicitation shall be posted on the DJS website at [www.djs.state.md.us](http://www.djs.state.md.us). This site links to eMM. Bidder questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM. In order to receive a Contract award, a vendor must be registered on eMM prior to bid submission. eMM registration is free and made through the eMM website at <https://ebidmarketplace.com>.

**Rejection or Withdrawal:** Submission of additional terms conditions or agreements with the bid document is grounds for deeming a bid non-responsive and may result in bid rejection. The Department reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids, when in the opinion of the Department it is in the Department's best interests. Bids are an irrevocable offer and may not be withdrawn within 30 days of opening.

**Award:** The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will most advantageous to the Department, price and other factors considered. Unless otherwise specified in this ITB, the



Department reserves the right to accept a bid in whole or in part, and to award by item or by group whichever is deemed to be in the best interest of the Department. Any vendor who is in default with the State of Maryland at the time of submittal of this bid shall have his bid rejected.

The Department reserves the right to clarify any contractual terms with the concurrence of the contractor, however, any substantial nonconformity in the offer, as determined by the Department, shall be deemed non-responsive and the offer rejected.

In evaluating the bids, the Department shall consider the qualifications of the Bidders, and where applicable technical (design specs, technical soundness of proposal), price (schedule of values, reasonableness of price, delivery time, maintenance requirements, performance data, project schedule, previous experience, and guarantees of material and equipment). In addition, the Department may conduct such investigations as deemed necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidder to fulfill the agreement/contract.

More than one bid from an individual, firm partnership corporation, or association under the same name or different names will not be considered. Reasonable grounds for collusion existing among bidders or falsification of any entry made will cause any or all bids to be rejected. The department reserves the right to reject any and all bids and to waive informalities when in the opinion of the Department such rejection is in the best interest of the Department.

Nothing herein is intended to exclude any responsible vendor, his product or services or any way restrain or restrict competition. On contrary, all responsible vendors are encouraged to bid and their bids are solicited.

**Interested Bidders shall submit their responses to this solicitation in the following format:**

- **EXHIBIT № 1 Bid Page, Bids must be signed and submitted on Bid Page with a separate cost per item sheet**
- **EXHIBIT № 2, Bid/Proposal Affidavit must be submitted with the bid**
- **EXHIBIT № 3, Conflict of Interest Affidavit and Disclosure, DJS-FRM-103, must be completed and submitted with the Bid.**
- **EXHIBIT № 4, three (3) pages of Reference Information must be submitted with the bid.**
- **ATTACHMENT A, Mandatory Terms and Conditions for Purchase Orders Bidders must be completed and submitted with the signed Bid by the officer or employee authorized to make the offer.**
- **ATTACHMENT B, Contract Affidavit should be completed and submitted with the signed Bid by the officer or employee authorized to make the offer.**
- **Bids should contain a Contact Page that includes the Contact name, telephone number, cellular telephone number and e-mail address.**
- **Bids should contain a brief History of the Organization on the Bidder's stationary, including an explanation of the Bidder's qualifications to conduct the proposed services and documentation of the years of experience in providing services to the State of Maryland, the Department of Juvenile Services, academic institutions, and any other type(s) government agencies/department(s). Bidders must submit copies of current licenses applicable to the services to be provided inclusive of the copies of your State of Maryland licenses.**
- **Bids must be submitted on eMaryland Marketplace or if mailed or hand-delivered to the Procurement Officer identified at the address identified in IFB**



•Bids must be delivered on time, on or before the due date and time specified in IFB

•**Bids submitted in a sealed envelope must be clearly labeled as follows:**

- a. Bidder's Name and Address
- b. Title: "Janitorial Services at Maryland Youth Residential Center"
- c. Solicitation No: 17-MX-003 - eMM #: MDV0031028905
- d. Bid Due Date and Time: August 30, 2016 by 3:00 p.m.
- e. Public Bid opening: At DJS located at One Center Plaza, 120 W Fayette Street, Baltimore, Maryland 21201, in the 3rd floor conference room at 3:30 PM on August 30, 2016.
- f. Pre-Bid and **Mandatory Site Visit** is on August 12, 2016 at 10:00 AM at MYRC, 721 Woodbourne Ave., Baltimore, Maryland 21212.

**The Bidder must provide to the Department:**

Exhibit No 4: Three (3) references, from professional organizations or individuals, or private citizens who have interacted with the organization's programs. The references shall attest to the Bidder's competence and expertise in fulfilling the specific objectives of this solicitation. The name, address, and telephone number of each reference shall be provided. All of reference must be dated within ninety (90) days preceding the closing date of this solicitation. Current employees of the Bidder or Juvenile Services may not submit references of support, although previous Contracts with Juvenile Services may be used as examples.

**Contract:** A response to an ITB is an offer to contract with the Department of Juvenile Services Based upon the Terms, conditions, and specifications contained in the Department's ITB, Bids do not become contracts unless and until they are executed by the Department's ITB. Bids do not become contracts unless and until they are executed by the Department into a purchase order, eliminating a formal signing of a separate contract/agreement. For that reason, all of the terms and conditions of the contract/agreement are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract and must be in writing.

**Verbal Instructions Procedures:** No negotiations, decisions, or actions shall be initiated or executed by the contractor as a result of any discussions with any Department of Juvenile Services (DJS) or State employee. Only those communications which are in writing from an authorized DJS or State representative may be considered. Only written communications from contractors, which are assigned by a person designated as authorized to bind the contractor, will be recognized by DJS as duly authorized expressions on behalf of contractors.

**Bids Firm For Acceptance:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by DJS for period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

Specifications: Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the Department's applicable standard specifications, and any special specifications outlined in the Bid document, references to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder interpreting the requirements of the Department, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The department reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any requirements of this bid, may be considered non-responsive.



**Contractor/Agreement:** The Department's decision shall be final and shall be binding on all parties.

**Delivery:** Bids shall include all charges for delivery, packaging crating, containers, etc. Unless otherwise stated by bidder and authorized by the Department in the bid document, prices bid will be considered as being based on F.O. B. Destination, freight included.

**Notice to Proceed/Purchase Order:** The successful bidder may not commence work under this contract/agreement until authorized to do so by the purchasing department or receipt of an authorized Department purchase order (PO) and a Notice to Proceed (NTP).

**Non-Bidders Response:** If you do not intend to respond to this procurement, please take a moment to fill out the Non-Bidders Response Form and submit it to my office via fax or email. The fax number is 410-333-4191; you may email me at BrewerD@djs.state.md.us. This information is required by the Department of Budget and Management to ensure outreach methods were made to seek vendors and to get feedback regarding this solicitation.

If you have any questions, please submit them to my office as soon as possible.

**Errors:** Bidders are expected to properly examine the bid documents, schedule, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistakes in extension of numbers the unit price will govern.

**Mistakes:** Bidders are cautioned to examine all terms, conditions, specifications, drawings exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

### **General Conditions**

**Materials and workmanship:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualification may be used upon written approval of the Department.

**Services:** The purpose is for Janitorial Services at MYRC, located at 721 Woodbourne Avenue, Baltimore, Maryland 21212.

**Durations:** Contracts shall remain in effect for the time period and quantity specified, unless the contract is terminated by the state. The state may terminate any contract without showing cause upon thirty (30) days written notice.

**Invoicing:** Vendor must render an original invoice in duplicate that references the appropriate purchase order number to Accounts payable stated on the purchase order.

**Purchase Order Number:** The purchase order number should appear on all invoices, packing slips, ship notices, freight bills and all correspondence concerning this service.

**Security:** The successful bidder upon award of this service agreement will comply with all security procedures and any regulations existing in the office. Emergency names and phone numbers for both the Department's Office Management personnel and the successful bidder's key personnel will be made available to both parties.



This card will also have a name list of the authorized personnel will be made available to both parties. This card will also have a name of list of the authorized personnel from the vendor who will be assigned to perform work at this location, with their approximate start and end times. It is mutually understood that only authorized personnel from the successful vendor will be permitted to enter the office. During the period that the work is being performed keys to the office placed in your custody must be accounted for all times and handled as described in security regulations and per office management.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the contract or shall violate any of the provisions of the agreement, the DJS may upon written notice to the contractor terminate the right of the contractor to proceed under this agreement, or with such part or parts of the agreement as to which there has been default, and may hold the contractor liable for any damages caused to DJS by reason of such default and termination. In the event of such termination, any completed services performed by the contractor under this agreement shall, at the option of DJS's properly and the contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction at the DJS. The contractor, however, shall not be relieved on liability to DJS for damages sustained by the DJS by reason of any breach of the Agreement by the contractor, and DJS may withhold any payments to the contractor for the purpose of setoff until such time as the amount of damages due to DJS from the contractor can be determine.

**Termination for Convenience:** The DJS reserves the right in its best interest as determined by DJS, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**Cancellation For Inappropriate Funds:** The obligation of DJS for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, is subject to appropriation of fund, unless otherwise authorized by law.

**Contract Period:** The Contract awarded from this solicitation shall be for a period as noted in the bidders Submission on the Bid page/FORM, where the Work will be completed within how many calendar days after start.

A performance evaluation shall be conducted by DJS staff at various intervals during the trial period, and that evaluation shall be the basis for the DJS's decision to continue with the contractor in future solicitations and projects.

Pricing proposed by the contractor shall be firm from the date of actual contract start date, for the entire contract period, increases will not be allowed during this period.





**Janitorial Services for the Maryland Youth Residence Center (MYRC)**  
**Scope of Work**  
**17-MX-003/ MDV0031028095**

**Specifications:**

Vendor will provide Janitorial Services for one (1) year at the Maryland Youth Residence Center. The facility is located at 721 Woodbourne Ave, Baltimore, Maryland 21212

**Monday thru Friday (2pm to Finish)**

**First Floor:**

- Empty trash and remove from building
- Replace liners in trash cans
- Clean Restrooms (three(3)) -clean fixtures, damp mop with disinfectant, scour sinks, and restock restrooms with hand soap, toilet paper and paper towels
- Dust mop all floors
- Vacuum hallway entry

**Second Floor:**

- Empty trash and remove from building
- Replace liners in trash cans
- Clean Restrooms (three(3)) - clean fixtures, damp mop floor with disinfectant, scour sinks, and restock restrooms with hand soap, toilet paper and paper towels
- Vacuum all rugs in offices
- Clean conference room
- Dust mop all tile floors

**Third Floor:**

- Empty trash and remove from building
- Replace liners in trash cans
- Clean Restrooms (two(2)) - clean fixtures, damp mop floors with disinfectant, scour sinks, and restock restroom with hand soap, toilet paper and paper towels
- Vacuum all rugs in offices
- Dust mop all tile floors

**Bi-Weekly**

**All Floors**

- Wet mop all tile floors

### **Once Per Month**

#### **All Floors:**

- Dust all furniture/horizontal objects
- Dust mini blinds

### **Quarterly**

#### **All Floors**

- Spot clean walls
- Top scrub and buff hard surface floors

### **Twice a Year**

#### **All Floors:**

- High dust all room corners
- Dust mini blinds
- Strip and wax tile floors

All trash bags liners, toilet tissue, hand soap and paper towels are to be furnished by Maryland Youth Residence Center (MYRC). The agency Superintendent or their designee will develop a check off list of duties that are schedule to be performed as per the specifications listed in this solicitation. The vendor or vendor's staff are to check off and date the work that is performed on a daily bases. The Agency Superintendent or their designee is to verify that the work has been completed. In the event an area is checked off on the list as being cleaned and deemed to be unsatisfactory, the vendor will be called to correct the problem. Failure to complete this form will be a breach of the contract and may result in an unsatisfactory vendor report filed with the Agency.

Vendor will: supply all equipment and cleaning supplies needed to provide services.

Vendor will: maintain a sign-in log. This log is used to verify dates for which the vendor is requesting payments. MYRC will keep a copy on file. Failure to maintain this log may delay or forfeit payment for services.

The facility will provide access to the areas that need to be cleaned. Storage areas for supplies will be available to Vendor on each floor.

If a cleaning day falls on a state holiday, the vendor may, at their option, schedule their staff as a normal work day or opt to not have staff work on that day. Payment will not be made for days not worked. At no time will staff be allowed to make-up a day on the weekend.

The contractor will coordinate all services with the Superintendent or their designee.

If the vendor's staff do not sign in on a scheduled day for cleaning, the vendor must notify the facility contact.

All facility rules and regulations, must be followed by the vendor's staff.

### **Vendors Qualifications**

The vendor must be a Licensed Contractor with the State of Maryland. The vendor must have at least three years of experience in providing janitorial services.

### **Criminal Background Investigation**

Criminal background Investigations shall be provided for all employees pursuant to Sections 5-560 through 5-568 of the Family Law article of the annotated code of Maryland. A Child Protective Services (CPS) Investigation through the Department of Human Resources/Social Services Administration is also required.



Anthony G. Brown  
Lt. Governor

Martin O'Malley  
Governor

Sam Abed  
Secretary

## **No Bid**

**ITB #: 17-MX-003 - eMM #: MDV0031028095**

### **Janitorial Services at Maryland Youth Residential Center (MYRC)**

In order to help us improve the quality of the Department of Juvenile Services Proposals/Solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed Invitation to Bid. Please return your comments with your bid. If you have chosen not to bid on this service, please fax this completed form to (410) 333-4191 to the attention of Jenna Meinl, Procurement Specialist.

a. If you have responded with a "No Bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the ITB is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland and/or the Department of Juvenile Services is simply too complicated. (Explain in REMARKS section)
- ☐ We cannot be competitive. (Explain in REMARKS section)
- ☐ Time allotted for completion of the bid is insufficient.
- ☐ Start up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section)
- ☐ Bid requirements (other than specified) are unreasonable or too risky.  
(Explain in REMARKS section)
- ☐ MBE Requirements. (Explain in REMARKS section)
- ☐ Prior Maryland State Government or Department of Juvenile Services contract or agreement experience was unprofitable or otherwise unsatisfactory.  
(Explain in REMARKS section)
- ☐ Payment schedule too slow.



Continuation: Notice to Bidders

( ) Other: \_\_\_\_\_

- b. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below. (Use reverse side or attach additional pages as needed).

**REMARKS:**

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Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **ATTACHMENT A**

### **DEPARTMENT OF JUVENILE SERVICES**

#### **MANDATORY TERMS AND CONDITIONS FOR PURCHASE ORDERS**

##### **ARTICLE 1 – INCORPORATION BY REFERENCE**

All terms and conditions of solicitation number 17-MX-003 / MDV0031028095 and any amendments thereto, are made part of this Contract.

##### **ARTICLE 2 – TAX EXEMPTION**

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

##### **ARTICLE 3 – SPECIFICATIONS**

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

##### **ARTICLE 4 – DELIVERY AND ACCEPTANCE**

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretions, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point of points specified prior to or on the date specified in the bid or proposal. Any materials that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected material shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

##### **ARTICLE 5 – NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **ARTICLE 6 – NONDISCRIMINATION IN EMPLOYMENT**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **ARTICLE 7 – FINANCIAL DISCLOSURE**

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into Contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within thirty (30) days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

## **ARTICLE 8 – POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into Contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing contribution in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

## **ARTICLE 9 – ANTIBRIBERY**

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing Contracts with any public body has been convicted of bribery; attempted bribery, or conspiracy to bribe under the laws of any State or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

## **ARTICLE 10 – REGISTRATION**

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State a foreign corporation shall qualify with the Department of Assessments and Taxation.

## **ARTICLE 11 – CONTINGENT FEE PROHIBITION**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

## **ARTICLE 12 – OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)**

All materials, supplies, equipment, or services supplied as result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

## **ARTICLE 13 – TERMINATION FOR CONVENIENCE**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

## **ARTICLE 14 – TERMINATION FOR CAUSE**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **ARTICLE 15 – DISPUTES**

This Contract shall be subject to the provision of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR



## **ARTICLE 16 – RIGHTS TO RECORDS**

The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement

## **ARTICLE 17 – MARYLAND LAW**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

## **ARTICLE 18 – CONTRACTOR'S INVOICES**

The Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types or organizations.

## **ARTICLE 19 – PRE-EXISTING REGULATIONS**

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **ARTICLE 20 – INDEMNIFICATION**

The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

## **ARTICLE 21 – CONFLICTING TERMS**

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

## **ARTICLE 22 – DRUG AND ALCOHOL FREE WORKPLACE**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08, Drug and Alcohol Free Workplace Certification, available at <http://constmail.gov.sate.md.us/comar/dsdweb/default.html> . The Contractor shall remain in compliance throughout the term of this purchase order.

## **ARTICLE 25 – AMENDMENTS AND WAIVERS**

This Contract constitutes the entire agreement between the parties and all other communication prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this agreement. Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be obligated by the change.

No term or provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach.

## **ARTICLE 24 – NON AVAILABILITY OF FUNDS**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

## **ARTICLE 25 – COST AND PRICE CERTIFICATION**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current on the date the Contractor submitted its financial information to the State.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, on the date the Contractor submitted its financial information to the State, was inaccurate, incomplete, or not current.

## **ARTICLE 26 – SUBCONTRACTING; ASSIGNMENT**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that Juvenile Services deems necessary to protect the interest of the State. In the event that written approval is granted and services are subcontracted or rights or obligations are assigned, the Contractor shall guarantee that the subcontractor or assignee shall comply with all provisions of this contract. No such subcontract or assignment shall be deemed to provide for the incumbent of any obligation of the State in addition to those agreed upon in this Contract. Juvenile Services shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **ARTICLE 27 – RETENTION OF RECORDS**

The Contractor and any of its subcontractors shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (C.F.R.), Part 420, the Contractor shall retain until the expiration of five (5) years after the services are furnished under this contract such books, records and documents as required by those regulations and shall allow access to such books, documents and records as required by those regulations and require its subcontractors to comply with the requirements of this Article.

## **ARTICLE 28 – COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that it is qualified to do business in the State of Maryland or the State in which the Contractor is located and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the Family and Medical Leave Act, the Americans with Disabilities Act, the Prison Rape Elimination Act, and the Investment Activities in Iran Act; and, that it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **ARTICLE 29 – LIABILITY FOR LOSS OF DATA**

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

## **ARTICLE 30 – POLICIES AND PROCEDURES**

The Contractor and its subcontractors shall adhere to the Juvenile Services Policies and Directives which are incorporated into this Contract by reference with respect to: Reporting and Investigating Child Abuse & Neglect; Incident Reporting Policy; Seclusion Policy; Youth Grievance Policy; Use of Crisis Prevention Management (CPM) Techniques Policy; Suicide Prevention Policy and Procedure; Treatment Service Plan (TSP) Policy; Detention and Shelter Care Policy; Video Surveillance Cameras Policy; Communications with Limited English Proficient Persons Policy; DJS Electronic Mail, Internet and Intranet use Policy, IT-1-05; Accessibility for Youth with hearing Impairment Policy; Random or Reasonable Suspicion Checks of Child Abuse or Neglect; Elimination and Reporting of Sexual Abuse and Harassment; and Criminal Background Investigations Policy. These policies can be accessed by going to the DJS website <http://www.djs.state.md.us/ihhqfpojoioiyasfqnbncopihq/start.asp> (See Attachment C, DJS Policies, for instructions.)

The Contractor and its subcontractors shall adhere to the Standard of Conduct and Disciplinary Process. Where applicable, all Contractors doing business with DJS are to adhere to the Department of Juvenile Services' (DJS') Standards of Conduct and Disciplinary Process (SC & DP). COMAR 01.04.01 provides standards of conduct and standards for personnel policies to privately operated facilities. To the extent that any provision articulated in DJS' SC & DP that applies to privately operated facilities may appear inconsistent with COMAR 01.04.04, COMAR prevails. (See COMAR website: <http://www.sos.state.md.us/sos/dsd/comar/html/comar.html>.)

The following sections of the DJS SC & DP dated August 31, 2000 are not applicable to the Contractor(s):

- 3.0 Attendance Requirements
  - 4.0 Disciplinary Standards
  - 5.0 Implementation of Corrective Disciplinary Sanctions
  - 6.0 Appeals and Grievances
- Subsections: 1.3, 2.3, 2.8, 2.20, and 2.22.

The DJS Office of the Inspector General and Office of Internal Audits is responsible for monitoring and investigating all aspects of issues related to the SC & DP.

The SC & DP is available on the DJS website: <http://www.djs.state.md.us/ihhqfpojoioiyasfqnbncopihq/start.asp>. The password to open the webpage and access all documents is "DJSPOLICIES".

All Policies and Directives adopted by Juvenile Justice were transferred to and remain fully applicable to Juvenile Services.

## **ARTICLE 31 – YOUTH RECORDS AND COMMUNICATION WITH THE COURTS**

All records that are created or received by the Contractor and contain information pertaining or referring to youth currently or having been in the custody of the Contractor are confidential and shall not be disclosed to any entity other than Juvenile Services or as otherwise permitted by law.

Juvenile Services shall be responsible for all communication with the juvenile Courts with respect to any youth served under this Contract. The Contractor may not initiate direct contact or communicate with the juvenile Court without the express permission of Juvenile Services, except where required to do so by law.

### **ARTICLE 32 – BACKGROUND INVESTIGATION**

Where applicable, the Contractor shall complete criminal background investigations pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland and to any applicable laws and Departmental policies. In addition, where applicable, the Contractor must submit to Child Protective Services clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies.

### **ARTICLE 33 – DATA, RESEARCH, AND EVALUATION**

Where activities supported by this Contract produce non-identifiable records as to client original data, materials, reports, pictorial reproductions, drawings or other graphical representations and works of any similar nature, Juvenile Services has the right to use, duplicate and disclose such non-identifiable records, in whole or in part, in any manner for any purpose whatsoever and have others do so. The Contractor shall not release the results of any study or report or other materials resulting therefrom without the express written consent of Juvenile Services. Further, these materials may not be distributed by the Contractor without the express written consent of Juvenile Services and in accordance with applicable statutes and regulations. If the material is copyrightable, the Contractor may copyright such material only with the express written approval of Juvenile Services.

The Contractor may not engage in, retain or request another to engage in any research projects involving youth without the prior written consent of Juvenile Services. In every case, the Contractor shall conform to any protocol established by State or Federal law and regulations and shall obtain the written informed consent of each youth who is a subject of a research project prior to the youth's participation as a subject.

### **ARTICLE 34– INSPECTION OF PREMISES**

The Contractor agrees to permit authorized officials of the State to inspect at reasonable times the plant, place of business, job site of the Contractor or of any subcontractor, or any other location that is related to the performance of the Contract. Such inspections shall include general inspections and performance audits of the Contractor or its subcontractors by officials designated by the Secretary of Juvenile Services or his designee.

The Contractor acknowledges that it shall become familiar with and, to the extent applicable, comply with all requirements of the federal Health Insurance Portability and Accountability Act, 42 USC §1320 et seq. ("HIPAA") and its implementing regulations, including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with, to the extent applicable, the Maryland Confidentiality of Medical Records Act, Md. Code Ann. Health-General §4-301 et seq. ("MCMRA").

## **ARTICLE 35 – ADMINISTRATION**

The work to be accomplished under this Contract shall be performed under the direction of the Secretary of Juvenile Services or his designee. All matters relating to the administration and performance of this Contract shall be referred for determination to the Secretary or his designee.

## **ARTICLE 36 - PROMPT PAYMENT OF SUBCONTRACTORS**

If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- a. Not process further payments to the contractor until payment to the subcontractor is verified;
- b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
- b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- b. This verification may include, as appropriate:
  - i. Inspecting any relevant records of the Contractor;

- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.
- iv. Verification shall include a review of:
  - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
  - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

#### **ARTICLE 37 – COMMERCIAL NONDISCRIMINATION**

As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.



As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**BY MY SIGNATURE, AS A REPRESENTATIVE OF THE CONTRACTOR, I ACCEPT THE TERMS AND CONDITIONS STATED ABOVE.**

**By:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name Typed**

\_\_\_\_\_  
**Organization**

**CONTRACT AFFIDAVIT****A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION****I FURTHER AFFIRM THAT:**

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION****I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

##### I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;

- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

## F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 201\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**EXHIBIT No. 1****17-MX-003 - MDV0031028095 – Janitorial Services at Maryland Youth Residential Center****Solicitation Document****Bid Page/Form**

ITEM/QUESTION	RESPONSE					
<i>Authorizing Signature</i>						
Date						
Printed Name and Title						
Company Name						
Street Address						
City/State/Zip						
Contact Person (Please Print Clearly)						
Telephone Number	<table border="1"> <tr> <td></td><td>Fax Number</td><td></td><td>Cell Number</td><td></td></tr> </table>		Fax Number		Cell Number	
	Fax Number		Cell Number			
Vendor's e-mail address (Please Print Clearly)						
Please acknowledge addenda have been issued by checking below as appropriate: Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____ Addendum 5 _____ Addenda are not mailed but posted at eMaryland Marketplace Web Site <a href="http://www.emaryland.buyspeed.com">www.emaryland.buyspeed.com</a>						
EMM #: _____ MBE #: _____ SBR #: _____ FEIN #: _____						
This business qualifies as being at least 51% owned and operated by African American 1. <input type="checkbox"/> Native Americans 2 <input type="checkbox"/> Hispanic 3 <input type="checkbox"/> Asian/Pacific 4 <input type="checkbox"/> Woman Owned 5 <input type="checkbox"/> Small Business <input type="checkbox"/>						
Years of Experience in performing Specified Work as Required?						
Credit Cards are accepted without additional charge?						
Work will start work within how many calendar days after receipt of order?						
Work will be completed within how many calendar days after start?						
Work is guaranteed for how many years?						
Materials are guaranteed for how many years?						
Proposed Materials and/or Services List On separate page include a proposed materials list and cost per item for the Base Bid + Unit Price No. 1						
Total Project Cost includes Base Bid + Unit Price No. 1	\$					

**The under signed Bidder, having carefully read, examined, and submitted as required the Invitation To Bid Documents, Cover Page, Instructions to Vendor, General Conditions, Specifications , Drawings, and any other related documents of this Invitation To Bid. Having full knowledge of the work required, does hereby offer to provide all necessary materials and/or services in accordance with the specifications and do all called for in the Specifications as set forth.**

**A response to an ITB is an offer to contract with the Department of Juvenile Services (DJS) based upon the terms, conditions, and specifications contained in this ITB. Bids do not become contracts unless and until they are executed by the Department of Juvenile Services (DJS), eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any terms and conditions are modified by an ITB amendment or by a mutually agreed terms and conditions that must be in writing and authorized by the Facility Procurement Officer with his signature.**

**The above price includes and covers duties, handling, transportation charges and all other charges incidental to and forming part of this quotation.**

**The Undersigned Bidder Agrees to supply the whole of the materials and/or services within \_\_\_\_\_ days/weeks of acceptance or the actual receipt of the purchase order.**

\_\_\_\_\_  
**Signature of Signing Officer**

\_\_\_\_\_  
**Date**

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**Exhibit No. 2**

**BID/PROPOSAL AFFIDAVIT**

A. Authority

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), \_\_\_\_\_  
(title), of \_\_\_\_\_ (print firm name) possess the  
legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:



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- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**B-2. Certification Regarding Veteran-Owned Small Business Enterprises.**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business Enterprise Law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that, a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1) — (5) of this regulation.

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**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

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- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
  - (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  - (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  - (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
  - (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
  - (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
  - (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including

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being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

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**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the

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State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_

(print name of Authorized Representative and Affiant)

\_\_\_\_\_

(signature of Authorized Representative and Affiant)

17-MX-003/MDV0031028095

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**REFERENCE SHEET**

**17-MX-003 / MDV0031028095**

Janitorial Services at Maryland Youth Residential Center (MYRC)

**PROVIDE REFERENCE INFORMATION FOR NO LESS THAN THREE (3) EXTERNAL CUSTOMERS FROM PRIVATE COMPANIES OR GOVERNMENTAL ORGANIZATIONS THAT HAVE OR ARE USING YOUR COMPANY ON PROJECTS OF A SIMILAR SIZE, SCOPE OF WORK AND NATURE.**

Company: \_\_\_\_\_

References:

**1.** Project Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Email: \_\_\_\_\_ / \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Project Description: \_\_\_\_\_  
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**REFERENCE SHEET**

**17-MX-003 / MDV0031028095**

Janitorial Services at Maryland Youth Residential Center (MYRC)

**PROVIDE REFERENCE INFORMATION FOR NO LESS THAN THREE (3) EXTERNAL CUSTOMERS FROM PRIVATE COMPANIES OR GOVERNMENTAL ORGANIZATIONS THAT HAVE OR ARE USING YOU ON PROJECTS OF A SIMILAR SIZE, SCOPE OF WORK AND NATURE.**

Company: \_\_\_\_\_

**2.** Project Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Email: \_\_\_\_\_ / \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Project Description: \_\_\_\_\_  
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**REFERENCE SHEET**

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**PROVIDE REFERENCE INFORMATION FOR NO LESS THAN THREE (3) EXTERNAL CUSTOMERS FROM PRIVATE COMPANIES OR GOVERNMENTAL ORGANIZATIONS THAT HAVE OR ARE USING YOU ON PROJECTS OF A SIMILAR SIZE, SCOPE OF WORK AND NATURE.**

Company: \_\_\_\_\_

**3.** Project Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Email: \_\_\_\_\_ / \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Project Description: \_\_\_\_\_  
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